

in or by the said Trustee or his substitute trustee upon any default or failure being made in the payment of the said note or in the payment of principal or interest thereon, when and as the same shall become due and payable, or in the event of non-payment, after demand therefor, of any money advanced as herein provided for, or for any costs, charges, commission, or expense in and about the same, or upon a breach of any of the agreements herein contained; then and at any time thereafter the said parties of the second part, or their substitutes, or the substituted trustee, or the trustee acting in the execution of this trust shall have the right to cause the same to be sold, and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said parcels, at public auction, at such times and places as he may see fit, at public auction, upon such terms and conditions, in such parcels, at such time and place as he may determine, as previous public advertisement as the parties of the second part, survivors of them, or their substitutes, or the trustee acting in the execution of this trust shall deem advantageous and proper; and the said parties of the second part, shall be bound to make up to the trustee, in compliance with the terms of sale, to, and at the cost, of the purchase of the same, all expenses, including all taxes, general and special, due upon said parcels, and to pay all proper costs, charges, and expenses, including all fees and expenses of collection, and all disbursements and allunset fees, and all moneys advanced for taxes, insurance, and other expenses, by the parties of the first part herein, and all taxes, general and special, due upon said parcels, and to pay to the trustee, in addition thereto, a commission of five per centum on the amount of the proceeds of the sale of the same, which amount may then remain unpaid of said note, whether the same shall then be due and payable or not, and in case of any default in the payment, it being agreed that said note shall, upon such default, become immediately due and payable at the election of the parties of the second part, and to pay over the proceeds of said proceeds, if any there be to said parties of the second part, or to their substitutes, or to the trustee, to be tendered to the purchaser, his, her or their heirs or executors, administrators, or assigns, and conveyed, less the expense, if any, of obtaining

the same, and the said parties of the second part, shall agree at their own cost, during all the time wherein any part of the debt secured by these presents shall remain unpaid, to keep the said improvements insured against fire, lightning, and other risks, and to pay all premiums of insurance, in the name and to the satisfaction of the parties of the second part, through the several insurance companies and through such agent as the parties of the second part may designate, and shall apply whatever may be received therefrom to the payment of the premium of insurance, and the party entitled to receive shall waive the right to sue for the same, and to collect any and all expenses, both general and special, that may be incurred by the parties of the second part, in the collection of the same during the continuance of this trust; and that upon any default in the payment of the same, or any part thereof, any party hereby secured may have said premises distrained upon, sale taken of the same, and the expenses thereof shall be a charge hereby secured, and the interest of the same at five per centum per annum from the time of such payment.

And the said parties of the first part do covenant and agree with the second parties hereto that no lien on the said land or property will be given or created, to the lien of these presents, shall be permitted to be given or retained in any way, and that during any time wherein any part of the debt secured by these presents shall remain unpaid, to repay the debt hereby secured.

And the said parties of the first part, shall be advertised for sale, as herein provided, and not less than fifteen days before the same is to be sold, to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

And it is agreed that a waiver of any breach of any covenant herein contained, shall not be construed as a waiver of the covenant.

And the first parties do hereby agree with the second party that the said second party or the holder of the debt hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any time, without giving prior notice.

And the said parties of the first part covenant that they will warrant specially the land and premises to the surveyor, and that they will execute such further assurances of said land as may be requisite or necessary.

And the said parties of the first part have hereunto set their hands and seals on the day and year and place aforesaid.

And the said parties of the first part have hereunto set their hands and seals on the day and year and place aforesaid.

*Robert Nelson Tobery*  
Robert Nelson Tobery  
Fauncie Bowles

*Robert Nelson Tobery* (SEAL)  
Robert Nelson Tobery  
*Connie Jean Tobery* (SEAL)

(SEAL)

(SEAL)